

#77431

State of Utah :-

County of Davis :-

Filed and Recorded at the request of Frank D. Adams June 9 1941 - at 2:10 P.M. o'clock in Book of Plats

Alice Hess
by County Recorder.

by Deputy Recorder

Free Paid \$16.85

County Recorder's Seal

Recorded September 4th, 1941 at 9:10 A.M.

Abstracted 4/273.

Alci Hess County Recorder.

No. 78254

RESTRICTIVE AND PROTECTIVE COVENANTS

Warren D. Campbell and Marian O. Campbell

TO WHOM IT MAY CONCERN:

That Whereas the undersigned are the present owners of all of those lots and parcels of ground, except Lot 25, in Campbell Heights Addition to the town of Clearfield in Davis County, Utah; and

Whereas, said area comprises an exclusive residential subdivision of the town of Clearfield; and

Whereas, it is the desire of the owners thereof to place restrictive and protective covenants upon said lots and parcels of ground for the benefit and protection of the owners or future owners thereof;

NOW, THEREFORE, IT IS STATED THAT:

(1) The premise to which these restrictive and protective covenants attach is that tract platted and dedicated and known as Campbell Heights Subdivision of part of the North East Quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Meridian and within the corporate limits of the town of Clearfield, Davis County, Utah.

(2) All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single-family dwelling or one detached two-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and other outbuildings incidental to residential use of plot.

(3) No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation

See Mortgage in
265 22-19-15
page 33-30

See Mortgage in
1-22 pages 241-250-246

See Mortgage in
1-22 of Mortgage
page 607

Warranty Deed
Lib 1-3 of Deeds
page 457-

See Warranty Deed
in 1-3 of Deeds
Page 495

See Warranty Deed
1-2 of Deeds
page 276-282

See 1-2 of Mortgage
page 422-426

See 1-2 of Deeds
page 365

1 Mortgage

*Warranty Deed
in 1-2 of Deeds
page 583-582*
*see Warranty Deed
in 1-2 of Deeds
page 63*
*Warranty Deed
in 1-3 of Deeds
page 815*

such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1947. Thereafter, the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(4) No building shall be located on any residential building lot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line.

(5) No residential structure shall be erected or placed on any building plot which plot has an area of less than 8,000 square feet, nor a width of less than 60 feet at the front building setback line.

(6) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(7) No person of any race other than the white race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(8) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(9) No dwelling costing less than \$2,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of onestory open porches and garages, shall be not less than 600 square feet.

(10) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(11) Until such time as a sanitary sewer system shall have been constructed to serve this subdivision a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

(13) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(14) Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Warren Delbert Campbell

Marian O. Campbell

Recorded September 8th, 1941 at 10:35 A.M.

Abstracted 4/287

Glenn Hess County Recorder.

No. 78266

(TAXPAYER)

BONNEVILLE IRRIGATION DISTRICT

No. 290

TREASURER'S RECEIPT

TREASURER'S OFFICE
DAVIS COUNTY, UTAH

FARMINGTON, UTAH, Aug 20 1941

RECEIVED OF Thomas Hayward, landowner within the Bonneville Irrigation District Four hundred seventy eight and 76/100 DOLLARS as follows:

a) part of one bonds, Nos. 165 of the Bonneville Irrigation District, together with 20 interest coupons attached thereto in the sum of \$30.00 each, all of the First issue of \$600,000.00, issued on the 1st day of December, 1920, and due on the following dates: Dec. 1st, 1932, in the sum of \$1000.00 each, upon which the sum of \$63.62 has been paid;

Total Value \$396.22

b) part of one bonds, Nos. 22 of the Bonneville Irrigation District, together with 16 interest coupons attached thereto in the sum of \$30.00 each, all of the Second issue of \$125,000.00, issued on the 1st day of December, 1921, and due on the following dates: Dec. 1st, 1932, in the sum of \$1000.00 each, upon which the sum of \$63.62 has been paid;

Total Value \$ 82.54

Total \$478.76

The above landowners are also entitled to a credit in the sum of \$379.95 for Bonneville Irrigation District taxes heretofore levied to create a sinking fund to retire the bonds of the Bonneville Irrigation District and heretofore paid by said landowners.

This receipt is given in payment of said landowners proportion of the total bond issues of said District, to-wit: the \$600,000.00 issue and the \$125,000.00 issue with interest to